

or underlying insurance to which this endorsement is applicable, and includes but is not limited to *bodily injury, property damage, personal and advertising injury, injury or environmental damage* as may be defined in any applicable Coverage Form or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any *injury or damage* caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. Any *injury or damage* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of *terrorism*:**

1. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
3. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons

and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C5 or C6 are exceeded.

With respect to this Exclusion, Paragraphs C5 and C6 describe the threshold used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form.

In the event of any incident of *terrorism* that is not subject to this Exclusion, coverage does not apply to any *injury or damage* that is otherwise excluded under this Coverage Form.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

IL-0985R(1-06)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for

terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

MISSOURI AMENDATORY ENDORSEMENT

CU-7069(4-05)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following is added to any Pollution Exclusion attached to the Commercial Umbrella Coverage Part or any *underlying insurance*:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

2. The following is added to exclusion 2f of Section I - Coverages:

This exclusion does not apply to "property damage" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own. This provision only applies if your business is other than selling, repairing or servicing "autos".

As used in this exclusion:

- a. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include "mobile equipment" as defined in the *underlying insurance*.
- b. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- c. "Property Damage" means:
 - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to covered "autos", "property damage" also includes "covered pollution cost or expense" as defined in the *underlying insurance*, but only to the extent that coverage exists under the *underlying insurance* or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing

devices or any other media which are used with electronically controlled equipment.

3. The following exclusion is added to item 2, Exclusions of Section I - Coverages:
 - I. Punitive or exemplary damages.
4. The following is added to Section III - Conditions:

Cancellation

- a. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation, stating the actual reason for cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - (2) 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (a) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (b) Changes in condition after the effective date of this policy which have materially increased the risk assumed;
 - (c) We become insolvent; or,
 - (d) We involuntarily lose reinsurance for this policy.
 - (3) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- f. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- g. Any notice of cancellation or nonrenewal will be mailed by the United States Postal Service certificate of mailing. Proof of mailing of any notice will be sufficient proof of notice.

Nonrenewal

- a. We may elect not to renew this policy by mailing or delivering to the First Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- c. Any notice of cancellation or nonrenewal will be mailed by the United States Postal Service certificate of mailing. Proof of mailing of any notice will be sufficient proof of notice.

5. Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- a. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- b. The Act contains various exclusions, conditions and limitations that govern a claim-

ant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- (1) Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
- (2) Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- i. Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- ii. Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

CU-7066(3-03)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a *certified act of terrorism* that are awarded as punitive damages.

B. The following definition is added:

"*Certified act of terrorism*" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal

Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a *certified act of terrorism*.

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

CU-7062(3-03)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM**A. The following exclusion is added:**

This insurance does not apply to:

TERRORISM

Any injury or damage arising, directly or indirectly, out of an *other act of terrorism*. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an *other act of terrorism* and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any

injury or damage" means any injury or damage covered under any Coverage Part or Form, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to *bodily injury, property damage, personal and advertising injury, injury or environmental damage* as may be defined in any applicable Coverage Part or Form, Policy or underlying insurance.

2. "*Certified act of terrorism*" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a *certified act of terrorism*:

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "*Other act of terrorism*" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, *other act of terrorism* does not include an act which meets the criteria set forth in Paragraph b. of the definition of *certified act of terrorism* when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an *other act of terrorism* which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of an *other act of terrorism* that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

- D. With respect to any one or more *certified acts of terrorism*, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of

2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

ILLINOIS AMENDATORY ENDORSEMENT

CU-7038(6-06)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to Section III - Conditions:

Cancellation

- a. The First Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- b. We may cancel this policy by mailing to the Named Insured and the agent or broker, written notice stating the reason for cancellation. If we cancel:
 - (1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - (2) For a reason other than nonpayment of premium, we will mail the notice at least:
 - (a) Thirty days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (b) Sixty days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
- c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained through a material misrepresentation;
 - (3) Any insured has violated any of the terms and conditions of the policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- e. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Nonrenewal

- a. If we decide not to renew or continue this policy, we will mail to the Named Insured, and the agent or broker written notice, stating the reason for nonrenewal at least:
 - (1) Thirty days before the expiration date if the First Named Insured:
 - (a) Has at least 25 full-time employees at the time this policy was written and procures the insurance of any risk, other than life, accident and health, and annuity contracts, by use of the services of a full-time employee acting as an insurance manager or buyer; or
 - (b) Has aggregate annual premiums for all property and casualty insurance on all risks of at least \$50,000.
 - (2) Sixty days before the expiration date for any First Named Insured other than those listed in (1) above.
- b. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

CU-7010(3-03)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. This insurance does not apply to:

a. Any claim or accident:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. Any claim or accident resulting from the *hazardous properties* of *nuclear material*, if:

(1) The *nuclear material*:

(a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The claim or accident arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

2. As used in this endorsement:

a. "*Hazardous properties*" include radioactive, toxic or explosive properties.

b. "*Nuclear material*" means *source material*, *special nuclear material* or *by-product material*.

c. "*Source material*," "*special nuclear material*" and "*by-product material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.

e. "*Waste*" means any waste material:

(1) Containing *by-products material* other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and

(2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.

f. "*Nuclear facility*" means:

(1) Any *nuclear reactor*;

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing *spent fuel*; or

(c) Handling, processing or packaging *waste*;

(3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of *waste*;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

MISSOURI - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

IL-0990R(1-06)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

NOTE: The premiums shown in the Declarations are for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts of foreign sponsorship that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Coverage for noncertified acts of terrorism may not be provided. A major example of "noncertified" acts of terrorism would be an act of terrorism committed by a domestic group. Read your policy and endorsements carefully.

ism may not be provided. A major example of "noncertified" acts of terrorism would be an act of terrorism committed by a domestic group. Read your policy and endorsements carefully.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

FUNGI OR BACTERIA EXCLUSION

CU-7054(3-03)

The endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following exclusion is added to Paragraph 2, Exclusions of Section I - Coverages:
 - a. Injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any *fungi* or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - b. Any loss, cost or expenses arising out of

the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, *fungi* or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any *fungi* or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. The following definition is added to the Definitions Section:

"*Fungi*" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by *fungi*.

ASBESTOS EXCLUSION

CU-7008(11-05)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

Asbestos

1. This insurance does not apply to *injury*, including but not limited to, physical or mental injury, mental anguish or shock, sickness, disease, occupational disease, disability or death, or damage to property arising out of activities re-

lated to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

2. The following definition applies:

"Injury" means bodily injury or property damage as defined in the *underlying insurance*.

WAR LIABILITY EXCLUSION

CU-7067(3-03)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Injury or damage, however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



**COMMERCIAL UMBRELLA
CHANGES**

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Change Effective Date: 05-17-07

PREMIUM SUMMARY

No Additional or Return Premium
Direct Billed

CHANGES:

CORRECTED ADDITIONAL NAMED INSURED TO NACIONAL NAME HOLDING LLC



COMMERCIAL UMBRELLA COVERAGE PART

Amended Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to
all the terms of the policy, we agree to provide the
insurance coverage as stated in the same.

12:01 A.M. standard time at
your mailing address shown
in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008 (11-05)	Asbestos Exclusion	\$
CU-7010 (03-03)	Nuclear Energy Liability Exclusion Endorsement	
CU-7072 (01-07)	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Act) ..	
CU-7054 (03-03)	Fungi or Bacteria Exclusion	
CU-7037 (05-05)	Commercial Excess Liability Coverage Form	
CU-7067 (03-03)	War Liability Exclusion	
CU-7069 (04-05)	Missouri Amendatory Endorsement	
CU-7038 (06-06)	Illinois Amendatory Endorsement	
IL-0985R (01-06)	Disclosure Pursuant to Terrorism Risk Insurance Act of 2002	
CU-7062 (03-03)	Limited Terrorism Exclusion (Other than Cert Acts); Cap on Losses	71.00
CU-7066 (03-03)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism ..	
IL-0990R (01-06)	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act of 2002 ..	
Advance Endorsement Premium		\$ 71.00

PREMIUM SUMMARY

Advance Premium	\$ 7,093.00
Advance Endorsement Premium	71.00
Total Advance Premium	\$ 7,164.00

Page 2
Policy Number: L40293
Effective Date: 05-17-07

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC
CAR CREDIT CITY LLC
CAR SERVICE CITY LLC
NACIONAL NAME HOLDING LLC
GENERAL CREDIT ACCEPTANCE COMPANY LLC
HAP PROPERTIES LLC
CAR CREDIT ACCEPTANCE COMPANY LLC
SCRR PROPERTY LLC

Page 3

Policy Number: L40293
Effective Date: 05-17-07

LIMITS OF INSURANCE

General Aggregate	\$ 10,000,000
Products-Completed Operations Aggregate	10,000,000
Each Occurrence	10,000,000

PREMIUM COMPUTATION

Not Subject to Audit	
Estimated Advance Premium	\$ 7,093.00

SCHEDULE OF UNDERLYING INSURANCE - GARAGE LIABILITY

Policy Number: GA-L40293
Name of Insurer: ACUITY, A Mutual Insurance Company
Policy Period: 05-17-07 To 05-17-08

Limits or Amounts of Insurance**Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident)	\$ 500,000
---	------------

Other Than Covered Autos

Bodily Injury and Property Damage Combined Single Limit (Each Accident)	\$ 500,000
Bodily Injury and Property Damage Combined Single Limit (Aggregate Limit)	1,500,000



**COMMERCIAL UMBRELLA
CHANGES**

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Change Effective Date: 12-18-07

PREMIUM SUMMARY

No Additional or Return Premium
Direct Billed

CHANGES:

ADDED FS PROPERTIES LLC AS ADDITIONAL NAMED INSURED


**COMMERCIAL UMBRELLA
COVERAGE PART**
Amended Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 12-18-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to
all the terms of the policy, we agree to provide the
insurance coverage as stated in the same.

12:01 A.M. standard time at
your mailing address shown
in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008 (11-05)	Asbestos Exclusion	\$
CU-7010 (03-03)	Nuclear Energy Liability Exclusion Endorsement	
CU-7072 (01-07)	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Act) ..	
CU-7054 (03-03)	Fungi or Bacteria Exclusion	
CU-7037 (05-05)	Commercial Excess Liability Coverage Form	
CU-7067 (03-03)	War Liability Exclusion	
CU-7069 (04-05)	Missouri Amendatory Endorsement	
CU-7038 (06-06)	Illinois Amendatory Endorsement	
IL-0985R (01-06)	Disclosure Pursuant to Terrorism Risk Insurance Act of 2002	
CU-7062 (03-03)	Limited Terrorism Exclusion (Other than Cert Acts); Cap on Losses	71.00
CU-7066 (03-03)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism ..	
IL-0990R (01-06)	Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act of 2002 ..	
Advance Endorsement Premium		\$ 71.00

PREMIUM SUMMARY

Advance Premium	\$ 7,093.00
Advance Endorsement Premium	71.00
Total Advance Premium	\$ 7,164.00

Page 2

Policy Number: L40293

Effective Date: 12-18-07

ADDITIONAL NAMED INSUREDS

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC
CAR CREDIT CITY LLC
CAR SERVICE CITY LLC
NACIONAL NAME HOLDING LLC
GENERAL CREDIT ACCEPTANCE COMPANY LLC
HAP PROPERTIES LLC
CAR CREDIT ACCEPTANCE COMPANY LLC
SCRR PROPERTY LLC
FS PROPERTIES LLC

Page 3

Policy Number: L40293
Effective Date: 12-18-07

LIMITS OF INSURANCE

General Aggregate	\$ 10,000,000
Products-Completed Operations Aggregate	10,000,000
Each Occurrence	10,000,000

PREMIUM COMPUTATION

Not Subject to Audit	
Estimated Advance Premium	\$ 7,093.00

SCHEDULE OF UNDERLYING INSURANCE - GARAGE LIABILITY

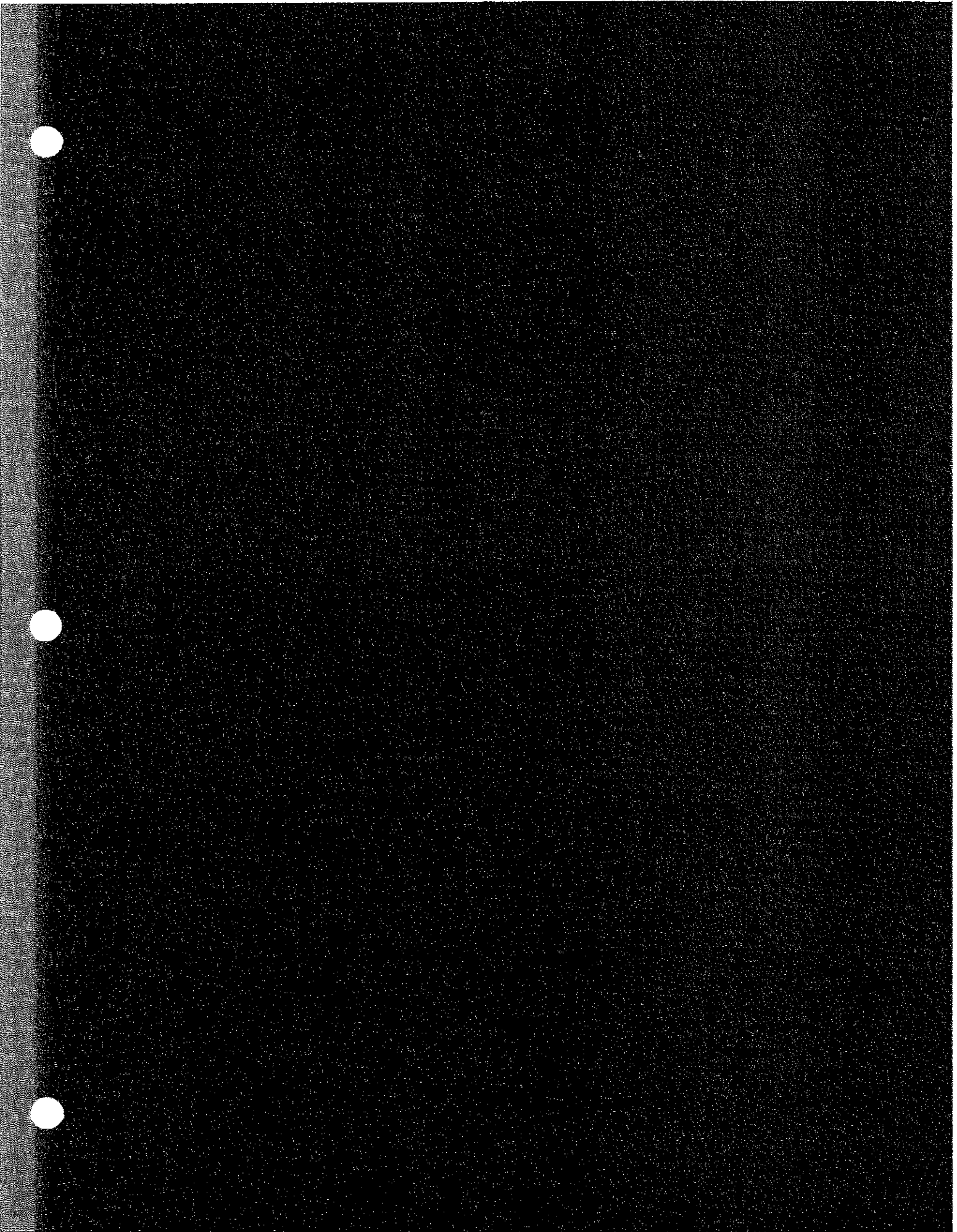
Policy Number: GA-L40293
Name of Insurer: ACUITY, A Mutual Insurance Company
Policy Period: 05-17-07 To 05-17-08

Limits or Amounts of Insurance**Covered Autos**

Bodily Injury and Property Damage Combined Single Limit (Each Accident)	\$ 500,000
---	------------

Other Than Covered Autos

Bodily Injury and Property Damage Combined Single Limit (Each Accident)	\$ 500,000
Bodily Injury and Property Damage Combined Single Limit (Aggregate Limit)	1,500,000





EMPLOYEE BENEFITS LIABILITY COVERAGE PART

Renewal Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to
all the terms of the policy, we agree to provide the
insurance coverage as stated in the same.

12:01 A.M. standard time at
your mailing address shown
in the declarations

**This is a claims-made policy. Coverage is generally limited to claims which are first made
against the insured during the policy period. Please read the entire form carefully and
discuss the coverage with your agent.**

LIMIT OF LIABILITY

Each Claim Limit	\$ 1,000,000
Aggregate Limit	1,000,000
Deductible Amount (Each Claim)	1,000

PREMIUM COMPUTATION

Estimated Number of Employees	70
Rate Per Employee	X 4.941
Advance Premium	\$ 346.00

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-7039 (10-01)	Employee Benefits Liability Coverage Form	\$
CG-7224 (12-98)	Punitive or Exemplary Damages Exclusion	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7012 (11-05)	Asbestos Exclusion	
CG-2625F (04-05)	Missouri Changes - Guaranty Association	
CG-2643F (07-95)	Missouri Changes - Binding Arbitration	
CG-7294 (01-04)	Missouri Changes - Employee Benefits Liability	
IL-0274R (07-02)	Missouri Changes - Cancellation and Nonrenewal	

Advance Endorsement Premium **\$**

Page 2

Policy Number: L40293

Effective Date: 05-17-07

PREMIUM SUMMARY

Advance Premium	\$ 346.00
Advance Endorsement Premium	
Total Advance Premium	\$ 346.00

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with the premium condition at the close of the audit period.

AUDIT PERIOD

Annual

ADDITIONAL NAMED INSURED

Named insured includes the following Additional Named Insureds:

BN PROPERTIES LLC
CAR CREDIT CITY LLC
CAR SERVICE CITY LLC
NATIONAL NAME HOLDING LLC
GENERAL CREDIT ACCEPTANCE COMPANY LLC
HAP PROPERTIES LLC
CAR CREDIT ACCEPTANCE COMPANY LLC
SCRR PROPERTY LLC

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declara-

tions. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to the Definitions Section.

COVERAGE**1. Insuring Agreement**

In consideration of the payment of the premium and subject to the terms, conditions and limitations of the policy, we will provide the insurance coverage stated herein.

We will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages sustained by an employee, former employee, prospective employee or their beneficiaries or legal representatives. The damages must be caused by any negligent act, error or omission of the *insured*, or any other person for whose acts the *insured* is legally liable, in the *administration of the insured's employee benefit programs*. We shall have the right and duty to defend the *insured* against any suit seeking those damages, even if such suit is groundless, false or fraudulent. However, we will have no duty to defend the *insured* against any suit seeking damages to which this insurance does not apply. We may make such investigation and settlement of any claim or suit as we deem expedient. We shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b. Any assessment, penalty or fine.
- c. Bodily injury to, or sickness, disease or death, of any person, or to injury to or destruction of or loss of use of any tangible property.
- d. Failure of performance of contract or negligence by any insurer or health maintenance organization. This includes financial failure or insolvency of any *employee benefit program*.
- e. Any claim based upon the *insured's* failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits.

- f. The *insured's* failure to comply with any law, regulation or executive order. This includes, but is not limited to, any claim based upon the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto or any regulations as are promulgated thereunder.

This exclusion does not apply to the *administration of any employee benefit program*.

- g. Any claim based upon:

- (1) Failure of any *employee benefit program* to perform as represented by an *insured*;
- (2) Advice given by an *insured* to an employee to participate or not to participate in any *employee benefit program*; or
- (3) The investment or noninvestment of funds.

3. Supplementary Payments

We will pay, in addition to the applicable Limit of Liability, with respect to any claim we investigate or settle, or any suit against an *insured* we defend:

- a. All expenses incurred by us, all costs taxed against the *insured* in any suit defended by us and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our liability.
- b. Premiums on appeal bonds required and on bonds to release attachments in any such suit. The amount shall not be in excess of the Limit of Liability of this insurance.
- c. Reasonable expenses incurred by the *insured* at our request in assisting us in the investigation or defense of any claim or suit. This includes actual loss of earnings not to exceed \$250 per day.

4. Deductible

The deductible amount stated in the Declarations shall be deducted from the amount of all claims arising out of the same negligent act, error or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable.

The terms of this Coverage Form apply irrespective of the application of the deductible amount. This includes those terms with respect to:

- a. Our rights and duties with respect to the defense of suits; and
- b. The *insured's* duties in the event of a negligent act, error or omission or a claim or suit.

We may pay any part or all of the deductible amount to effect settlement of any claim or suit. The *named insured* shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

5. Coverage Period and Territory

This Coverage Form applies only to claims first made against the *insured* during the policy period. Notice to us shall be considered a claim first made against the *insured* during the policy period if:

- a. At the effective date of this Coverage Form, the *insured* had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit;
- b. During the policy period, the *insured* shall have knowledge or become aware of any negligent act, error or omission; and
- c. During the policy period, the *insured* shall give written notice of such negligent act, error or omission to us.

This Coverage Form applies only to negligent acts, errors or omissions which occurred within the United States of America, its territories or possessions or Canada.

CONDITIONS

1. Limits of Liability

- a. The Limit of Liability stated in the Declarations as "aggregate" is the total limit of our liability for all damages during each policy year.
- b. Subject to a above, the Limit of Liability stated in the Declarations for "each claim" is the total limit of our liability for all damages arising out of a single negligent act, error or omission in the *administration* of the *insured's employee benefit programs* regardless of the number of claims or claimants.
- c. The inclusion under this Coverage Form of more than one *insured* shall not operate to increase the limits of our liability.

2. Premium

The advance premium stated in the Declarations is an estimated premium only. Upon termination of each annual period of this Coverage Form, the *named insured*, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the beginning and the end of such period using the rates set forth in the Declarations. If the earned premium thus computed exceeds the estimated advance premium paid, the *named insured* shall pay the excess to us. We will send notice to the *named insured*, and the due date for the excess premium is the date shown as the due date on the bill. If less, we shall return to the

named insured the unearned portion paid by such *named insured* subject to the minimum premium stated in the Declarations.

3. Insured's Duties in the Event of Negligent Act, Error, Omission, Claim or Suit

The *insured* shall give written notice to us or any of our authorized agents as soon as practicable after becoming aware of a negligent act, error or omission. This notice shall include the fullest information obtainable with respect to the circumstances, the time and the place of the negligent act, error or omission.

If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to us every demand, notice, summons or other process received by them or their legal representative.

The *insured* shall cooperate with us. At our request, the *insured* shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* with respect to which insurance is afforded under this Coverage Form. The *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense.

4. Other Insurance

This Coverage Form is primary insurance, except when stated to apply in excess of or con-

tingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which applies to the loss on an excess or contingent basis, the amount of our liability under this Coverage Form shall not be reduced because of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution by Equal Shares

If all of such other valid and collectible insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable Limit of Liability under any one policy or the full amount of the loss is paid. With respect to any amount of loss not so paid, the remaining insurers will then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. Contribution by Limits

If any of such other insurance does not provide for contribution by equal shares, we shall not be liable for a greater proportion of such loss than the applicable Limit of Liability under this Coverage Part for such loss bears to the total applicable Limit of Liability of all valid and collectible insurance against such loss.

5. Subrogation

In the event of any payment under this Coverage Form, we shall be subrogated to all the *insured's* rights of recovery against any person or organization. The *insured* shall execute and deliver instruments and papers and do what-

ever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

6. Action Against Company

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Coverage Form, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and us.

Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to recover under this Coverage Form to the extent of the insurance afforded by this Coverage Form. No person or organization shall have any right under this Coverage Form to join us as a party to any action against the *insured* to determine the *insured's* liability. We shall not be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve us of any of our obligations.

7. Three Year Policy

If this Coverage Part is issued for a period of three years, our Limit of Liability stated in this Coverage Part as "aggregate" shall apply separately to each consecutive annual period.

8. Declarations

By acceptance of this Coverage Part, the *named insured* agrees that:

- a. The statements in the Declarations are his agreements and representations;
- b. This Coverage Part is issued in reliance upon the truth of such representations; and
- c. This Coverage Part embodies all agreements existing between the *named insured* and us or any of our agents relating to this insurance.

DEFINITIONS

When used in this Coverage Form:

1. "Insured" means the *named insured*. Also:

- a. If you are an individual, your spouse is an *insured*, but only with respect to the conduct of a business of which you are the sole owner.
- b. If you are a partnership or joint venture, your members, your partners and their spouses are also *insureds*, but only with respect to the conduct of your business.
- c. If you are a limited liability company, your members are also *insureds*, but only with

respect to the conduct of your business. Your managers are also *insureds*, but only with respect to their duties as your managers.

- d. If you are an organization other than a partnership, joint venture or limited liability company, your executive officers and directors are *insureds*, but only with respect to their duties as your officers or directors. Your stockholders are *insureds*, but only with respect to their liability as stockholders.

Each of your employees is also an *insured*, provided that such employee is authorized

to act in the *administration* or the *named insured's employee benefit programs*.

If you die, your legal representative is an *insured*, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

2. "*Named insured*" means the person or organization named in the Declarations of this Coverage Part.
3. "*Employee benefit programs*" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, salary continuation plans, social security, disability benefits

insurance, savings plans, vacation plans or any other similar *employee benefit programs*.

4. "*Administration*" means:

- a. Giving counsel to employees with respect to the *employee benefit programs*;
- b. Interpreting the *employee benefit programs*;
- c. Handling of employee records in connection with the *employee benefit programs*; and
- d. Effecting enrollment, termination or cancellation of employees under the *employee benefit programs*;

provided all such acts are authorized by the *named insured*.

MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

IL-0274R(7-02)

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART
 DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE FORM
 POLLUTION LIABILITY COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.
- B. With respect to the:
- Commercial Crime Coverage Part
 - Commercial General Liability Coverage Part
 - Commercial Property - Legal Liability Coverage Form CP 00 40
 - Commercial Property - Mortgage Holders Errors and Omissions Coverage Form CP 00 70
 - Contractors' Errors and Omissions Coverage Part
 - Directors' and Officers' Liability Coverage Part
 - Employee Benefits Liability Coverage Part
 - Employment-Related Practices Liability Coverage Part
 - Liquor Liability Coverage Form
 - Pollution Liability Coverage Form
 - Products/Completed Operations Liability Coverage Form

the following Cancellation and Nonrenewal Provisions apply:

1. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this policy or a claim filed

under this policy or a violation of any of the terms or conditions of this policy;

- (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this policy.
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

- C. With respect to the:

Commercial Property Coverage Part

the Cancellation Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
 - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
 - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
 - b. Any other action will state the effective date of that action.

5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less

than pro rata. This action will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

COMMON POLICY CONDITIONS

IL-0017F(11-98)

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:
 - a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Thirty days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The First Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM

IL-0021F(11-85)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
 POLLUTION LIABILITY COVERAGE FORM
 PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

1. The insurance does not apply:

a. Under any Liability Coverage to *bodily injury* or *property damage*:

(1) With respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if:

(1) The *nuclear material*:

(a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom.

(2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The *bodily injury* or *property damage* arises out of the furnishing by an insured of services, materials, parts or equipment in connection with

the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

2. As used in this endorsement:

a. "*Hazardous properties*" include radioactive, toxic or explosive properties.

b. "*Nuclear material*" means *source material*; *special nuclear material* or *byproduct material*.

c. "*Source material*," "*special nuclear material*" and "*byproduct material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.

e. "*Waste*" means any waste material:

(1) Containing *byproducts material* other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and

(2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.

f. "*Nuclear facility*" means:

(1) Any *nuclear reactor*;

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing *spent fuel*; or

(c) Handling, processing or packaging waste.

(3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. "*Nuclear reactor*" means any apparatus designed or used to sustain nuclear fission in a self-supporting

chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

MISSOURI CHANGES - GUARANTY ASSOCIATION

CG-2625F(4-05)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and

affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

MISSOURI CHANGES - BINDING ARBITRATION

CG-2643F(7-95)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS' ERRORS AND OMISSIONS COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, both parties may,

by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

CG-7224(12-98)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS' ERRORS AND OMISSIONS
COVERAGE FORM
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE
PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS-COMPLETED OPERATIONS LIABILITY
COVERAGE FORM

This insurance does not apply to punitive or exemplary damages.

ASBESTOS EXCLUSION

IL-7012(11-05)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE
COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added:

Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

MISSOURI CHANGES - EMPLOYEE BENEFITS LIABILITY

CG-7294(1-04)

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

The following is added to the Supplementary Payments provision:

We will pay, in addition to the applicable Limit of Insurance, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.



**EMPLOYEE BENEFITS LIABILITY
CHANGES**

Organization:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Change Effective Date: 05-17-07

PREMIUM SUMMARY

No Additional or Return Premium
Direct Billed

CHANGES:

CORRECTED ADDITIONAL NAMED INSURED TO NACIONAL NAME HOLDING LLC



EMPLOYEE BENEFITS LIABILITY COVERAGE PART

Amended Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to
all the terms of the policy, we agree to provide the
insurance coverage as stated in the same.

12:01 A.M. standard time at
your mailing address shown
in the declarations

This is a claims-made policy. Coverage is generally limited to claims which are first made
against the insured during the policy period. Please read the entire form carefully and
discuss the coverage with your agent.

LIMIT OF LIABILITY

Each Claim Limit	\$ 1,000,000
Aggregate Limit	1,000,000
Deductible Amount (Each Claim)	1,000

PREMIUM COMPUTATION

Estimated Number of Employees	70
Rate Per Employee	X 4.941
Advance Premium	\$ 346.00

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-7039 (10-01)	Employee Benefits Liability Coverage Form	\$
CG-7224 (12-98)	Punitive or Exemplary Damages Exclusion	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7012 (11-05)	Asbestos Exclusion	
CG-2625F (04-05)	Missouri Changes - Guaranty Association	
CG-2643F (07-95)	Missouri Changes - Binding Arbitration	
CG-7294 (01-04)	Missouri Changes - Employee Benefits Liability	
IL-0274R (07-02)	Missouri Changes - Cancellation and Nonrenewal	

Advance Endorsement Premium \$

Page 2

Policy Number: L40293

Effective Date: 05-17-07

PREMIUM SUMMARY

Advance Premium	\$	346.00
Advance Endorsement Premium		
Total Advance Premium	\$	346.00

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with the premium condition at the close of the audit period.

AUDIT PERIOD

Annual

ADDITIONAL NAMED INSURED

Named insured includes the following Additional Named Insureds:

BN PROPERTIES LLC
CAR CREDIT CITY LLC
CAR SERVICE CITY LLC
NACIONAL NAME HOLDING LLC
GENERAL CREDIT ACCEPTANCE COMPANY LLC
HAP PROPERTIES LLC
CAR CREDIT ACCEPTANCE COMPANY LLC
SCRR PROPERTY LLC



**EMPLOYEE BENEFITS LIABILITY
CHANGES**

Organization:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Change Effective Date: 12-18-07

PREMIUM SUMMARY

No Additional or Return Premium
Direct Billed

CHANGES:

ADDED FS PROPERTIES LLC AS ADDITIONAL NAMED INSURED



EMPLOYEE BENEFITS LIABILITY COVERAGE PART

Amended Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS
LLC
PO BOX 730
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 12-18-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to
all the terms of the policy, we agree to provide the
insurance coverage as stated in the same.

12:01 A.M. standard time at
your mailing address shown
in the declarations

This is a claims-made policy. Coverage is generally limited to claims which are first made
against the insured during the policy period. Please read the entire form carefully and
discuss the coverage with your agent.

LIMIT OF LIABILITY

Each Claim Limit	\$ 1,000,000
Aggregate Limit	1,000,000
Deductible Amount (Each Claim)	1,000

PREMIUM COMPUTATION

Estimated Number of Employees	70
Rate Per Employee	X 4.941
Advance Premium	\$ 346.00

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-7039 (10-01)	Employee Benefits Liability Coverage Form	\$
CG-7224 (12-98)	Punitive or Exemplary Damages Exclusion	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (11-85)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7012 (11-05)	Asbestos Exclusion	
CG-2625F (04-05)	Missouri Changes - Guaranty Association	
CG-2643F (07-95)	Missouri Changes - Binding Arbitration	
CG-7294 (01-04)	Missouri Changes - Employee Benefits Liability	
IL-0274R (07-02)	Missouri Changes - Cancellation and Nonrenewal	

Advance Endorsement Premium \$

Page 2
Policy Number: L40293
Effective Date: 12-18-07

PREMIUM SUMMARY

Advance Premium	\$ 346.00
Advance Endorsement Premium	
Total Advance Premium	\$ 346.00

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with the premium condition at the close of the audit period.

AUDIT PERIOD

Annual

ADDITIONAL NAMED INSURED

Named insured includes the following Additional Named Insureds:

BN PROPERTIES LLC
CAR CREDIT CITY LLC
CAR SERVICE CITY LLC
NACIONAL NAME HOLDING LLC
GENERAL CREDIT ACCEPTANCE COMPANY LLC
HAP PROPERTIES LLC
CAR CREDIT ACCEPTANCE COMPANY LLC
SCRR PROPERTY LLC
FS PROPERTIES LLC